

Remarks

The undersigned attorney for Applicant thanks Examiner Cadugan for extending the courtesy of a telephone interview on January 13, 2009. Although no agreement was reached, progress was made in understanding and narrowing the issues remaining in prosecution.

Claim Amendments

Claims 1 and 17 are amended to make it clear that the adhesive strip is present on opposite sides of the dust jacket cover. Applicant believes that the claims previously required such a feature, but this amendment is made for purposes of clarification. This amendment is supported throughout the specification, including at Paragraphs [015] – [020] and in Figures 2 and 4.

Claims 2, 11, and 26 are amended to correct typographical errors.

Claims 12 and 27 are amended to mimic the language of the specification by replacing “resisitant” with “impervious.” Support for this amendment can be found at Paragraph [022] of the application..

Claims 15, 16, and 20 are cancelled without prejudice.

Objections to the Drawings

Although Applicant disagrees with the Examiner’s drawing objections, the affected claims (16 and 20) are cancelled in an effort to expedite prosecution and to eliminate issues standing in the way of allowance. Accordingly, the drawing objections are moot.

Specification Objections

The Examiner’s objections to the specification, made in paragraphs 4 and 5 of the office action, are either moot in view of claim amendments or incorrect for reasons discussed below.

Regarding the objections to claims 11 and 26, these claims have been amended to correct a typographical error, making it clear that the dust jacket *cover* is flexible.

The Examiner alleges that the specification does not support the language of claims 12 and 27. This objection is obviated by replacing the term “resistant” with “impervious,” which is the word that plainly appears in Paragraph [022] of the application.

The Examiner incorrectly states that there is no support for the term “polyolefin” in claim 13. However, support is present in Paragraph [023] of the application, and Applicant respectfully requests that this objection be withdrawn.

Claims 15 and 16 have been cancelled to obviate the objections to these claims.

The Examiner also alleges that the specification does not provide antecedent basis for the limitation in claim 1 that the foldable flap is folded over the opening. However, Applicant points to Paragraph [006] of the application, which clearly supports this limitation. This issue is discussed below in more detail in addressing the Examiner’s § 112 rejection of claim 1.

Claim 17 has been amended to make it clear that a protective strip is disposed over each of the first and second adhesive layers, as suggested by the Examiner, to obviate the objection based on claim 17.

§ 112 Rejections

The Examiner rejects claims 1-2 and 6-16, alleging that the limitation directed to “the foldable flap being adapted to be folded...” is not supported by the specification. Applicant respectfully disagrees.

The Examiner bases this rejection solely on her reading of Paragraph [020] of the pending application. Even assuming *arguendo* that this portion of the specification does not support the limitation of claim 1, Applicant points the Examiner to Paragraph [006] of the pending application, which explains: “[t]he protective dust jacket cover further includes at least one adhesive layer formed on a portion of the surface of the foldable flap *such that the foldable flap is adapted to be folded over the opening to seal the opening and to seal a dust jacket within a dust jacket-receiving space.* (Emphasis added.)

This passage clearly supports the noted limitation of claim 1. The specification states that the adhesive layer is on the foldable flap and that the foldable flap is able to be folded over the opening to seal the opening. This is virtually the same language employed in the claim. The flap being folded over the opening will cause the adhesive to contact the opening and thus seal the dust jacket-receiving space. For these reasons, claim 1 is fully supported by the specification, and Applicant respectfully requests that this rejection be withdrawn.

Applicant believes that the claims are fully compliant with § 112, and requests that all rejections made pursuant to § 112 be withdrawn.

Prior Art-Based Rejections

§ 102(b) Rejections

The Examiner rejects claims 1-2, 6-13, 17, 19-22, and 22-27 as being anticipated pursuant to 35 USC § 102(b) by US 6,270,256 ("Todman"). Applicant traverses this rejection and submits that the claims are distinct from the Todman reference.

Todman is directed to a tamper evident bag, which is virtually the same as the prior art (an envelope) that is shown in Figures 1 and 2 of Todman, except that it has an indicator strip 161 that will indicate that the envelope has been subject to tampering. While Todman discloses more than one adhesive strip, each adhesive strip is on the *same side* of the envelope. Independent claims 1 and 17, and hence all rejected claims, require a protective dust jacket cover with a foldable flap. A first adhesive layer must be formed on one side of the flap while a second adhesive layer must be formed on a side of the dust jacket cover opposite the first adhesive layer.

Anticipation requires that each element of the claim be identically disclosed in a single reference. Todman cannot anticipate any of claims 1-2, 6-13, 17, 19-22, and 22-27 because it fails to disclose any arrangement in which a protective dust jacket cover has a foldable flap with adhesive layers disposed on opposite sides of the dust jacket cover. Accordingly, this rejection must be withdrawn.

The Examiner also rejects claims 1-2, 6-13, 17, 19-22, and 22-27 as being anticipated pursuant to 35 USC § 102(b) by US 4,510,621 ("Sak"). Applicant traverses this rejection and submits that the claims are distinct from the Sak reference.

Sak is merely directed to a self-sealing pouch with an adhesive-to-adhesive seal. It does not disclose a protective dust jacket cover as claimed. Moreover, the adhesive layers are formed only on the same side of the envelope. They are not, as required by independent claims 1 and 17, *formed on opposite sides of the dust jacket cover*.

Claims 1 and 17 each require a foldable flap with first and second adhesive layers formed on opposite sides of the dust jacket cover. Anticipation requires that each element of the claim be identically disclosed in a single reference. Because Sak fails to disclose any arrangement in which a protective dust jacket cover has a foldable flap with adhesive layers disposed on opposite sides of the dust jacket cover, Sak cannot anticipate any of claims 1-2, 6-13, 17, 19-22, and 22-27. Accordingly, this rejection must be withdrawn.

Obviousness Rejections

The Examiner also rejects dependent claims 14-16 as being obvious over Todman, and separately over Sak. These claims depend from claim 1, which distinguishes over each of the Todman and Sak references for the reasons noted above. Claims 14-16 likewise distinguish over each of these references by virtue of their dependency on claim 1. Accordingly, Applicant requests that the obviousness rejections of claims 14-16 based on the Todman and Sak references be withdrawn.

In view of the above amendments and remarks made above, Applicant believes the pending application is in condition for allowance.

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Respectfully submitted,

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